

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-07-053/0001	3. EFFECTIVE DATE 06/13/07	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Administrative Contract Service Center (3803R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) APEX LOGISTICS, LLC 9015 RHODE ISLAND AVENUE College Park, MD 20740		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-07-053
		(✓)	10B. DATED (SEE ITEM 11) 05/03/07
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 1 copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to:

- 1) Have invoices split with labor services and ODCs on one invoice and warehouse operations and vehicles on the other invoice.
- 2) Add caps/hats to the uniform - matching the shirts and with company logo and with instructions to the employees on how to wear.
- 3) Add employee names to shirts.
- 4) Make key Personnel changes.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROSE M. GREEN		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The Section C clause entitled "STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)" has been modified. The text is as follows:

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included

Change made under General Requirements, balance of statement of work remains the same.

General Requirements

The contractor shall provide relocation services and various labor services as described in the Statement of Work, in accordance with established commercial practices. The Contractor shall also provide management oversight to operate and maintain EPA's warehouse functions, i.e., shipping and receiving of Government property, delivery of carpet, furniture, supplies and equipment.

The Contractor shall provide management oversight for the labor services and warehouse operation support. The contractor shall be responsible for assuring that, in addition to normal warehouse operations, tasks associated with submitted Facilities Services Request, (FSR) 5100-8 are properly completed and closed out. The contractor shall maintain the Integrated Financial Management System (IFMS) database and provide a list of inventory of all items picked up and located in the warehouse, to the Project Officer (PO) and the Task Order Project Officers (TOPOs) on a weekly, monthly, quarterly and annual basis (see reports). Special arrangements must be made prior to delivering property at the specified locations. The contractor shall receive work requests (Federal Services Requests (FSRs)) through the EPA Facilities Tracking System (FTS). The contractor shall be responsible for providing coverage of work by utilizing staggered shifts and job sharing as opposed to overtime.

When beginning work under the resulting contract, the contractor shall provide uniforms (shirts and hats - ball cap and knit cap) of the same color for all personnel. Identification of each person, including their name and the contractor name, should be adhered to their clothing and displayed at all times as contractor personnel. When the ball cap is worn, the hat is to be centered on the top of the head with the logo brim/bill facing to the front. If the knit, winter hat is worn, it shall be worn with the logo facing to the front and removed when inside an office building. No other hats or head coverings may be worn by contractor personnel while in uniform and on government property during working hours.

2. The Section G clause entitled "SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION" has been modified. The text is as follows:

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) (1) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(b) (2) The Contractor shall submit two invoices per month - one per task order, and reference both the contract and the task order numbers. The invoice for labor services shall include ODCs and the invoice for warehouse operations shall include the vehicles charges. Overtime charges for both invoices should be broken out separately.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c) (2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

3. The Section H clause entitled "KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)" has been modified. The text is as follows:

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager - (b)(4)

Warehouse Supervisor - (b)(4)

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

4. The Section H clause entitled "IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES (LOCAL LRT-01-01) (DEC 2001) DEVIATION" has been modified. The text is as follows:

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges/name tags at all times when performing work on EPA property or attending meetings in the performance of

this contract. The badge/name tag shall contain the individual's name, the company name and logo and be displayed on the upper left of the shirt. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-07-053/0002	3. EFFECTIVE DATE 08/31/07	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Environmental Protection Agency Administrative Contract Service Center (3803R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	CODE	7. ADMINISTERED BY (if other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) APEX LOGISTICS, LLC 9015 RHODE ISLAND AVENUE College Park, MD 20740		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-07-053
			10B. DATED (SEE ITEM 12) 05/03/07
CODE FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
[] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.			
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (if required) N/A			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
	D. OTHER (Specify type of modification and authority)		
E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to change the number of hours/positions for the labor classifications. The number of Laborer/Maintenance Foreman positions has been increased from one to two and the number of General Maintenance positions has been decreased from three to two. The hours for each position in both regular time and overtime have been adjusted, please see attached price schedule. This change begins 09/01/07.			
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROSE M. GREEN	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105 STANDARD FORM 30 (REV 10-83) Prescribed by GSA FAR (48 CFR) 52.243	

MODIFICATIONS TO THE CONTRACT

1. The Section B clause entitled "FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.216-73) (APR 1984)" has been modified. The text is as follows:

The following fixed rates shall apply for payment purposes for the duration of the contract.

BASE PERIOD: June 1, 2007 through May 31, 2008

Regular Time		Estimated Direct	Fixed Hourly	Total
Item	Labor Classification	Labor Hours	Rate	
			(b)(4)	(b)(4)
0001	Warehouse Supervisor	2,080		\$
0002	Senior Property Technician	2,080		\$
0003	Property Technician	4,160		\$
0004	Truck Drivers	6,240		\$
0005	Warehouse Personnel/ Forklift Operator	8,320		\$
0006	Shipping/Receiving Clerk	4,160		\$
Subtotal:		27,040		\$

Base Period: Overtime

		Estimated Direct	Fixed Hourly	Total
Item	Labor Classification	Labor Hours	Rate	
			(b)(4)	(b)(4)
0001	Warehouse Supervisor	100		\$
0002	Senior Property Technician	100		\$
0003	Property Technician	200		\$
0004	Truck Drivers	600		\$
0005	Warehouse Personnel/ Forklift Operator	800		\$
0006	Shipping/Receiving Clerk	400		\$
Subtotal Overtime:		2,200		\$

Regular Time		Estimated Direct	Fixed Hourly	Total
Item	Labor Classification	Labor Hours	Rate	
			(b)(4)	(b)(4)
1001	Program Manager	2,080	\$	\$
1002	Laborer/Maintenance Foreman	4,160	\$	\$

1003	General Maintenance	4,160
1004	Laborer (15)	31,200
Subtotal:		41,600

(b)(4)	(b)(4)
--------	--------

Base Period: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	0	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	200		
1003	General Maintenance	200		
1004	Laborer (15)	1,500		
Subtotal Overtime:		1,900		
Total Labor:		72,740		

	No. Of Months	Monthly Fixed Rate	Vehicle Price
*Vehicles Price	12	\$(b)(4)	\$(b)(4)

	Annual ODCs	G&A (b)(4)	Total ODCs \$(b)(4)
Other Direct Costs (See B.3)	\$62,000.00		

Total Amount Base Period

\$2,404,524.04

OPTION PERIOD ONE: June 1, 2008 through May 31, 2009

Regular Time		Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item	Labor Classification			
0001	Warehouse Supervisor	2,080	(b)(4)	(b)(4)
0002	Senior Property Technician	2,080		
0003	Property Technician	4,160		
0004	Truck Drivers	6,240		
0005	Warehouse Personnel/			

Forklift Operator	8,320
0006 Shipping/Receiving Clerk	4,160

(b)(4)

(b)(4)

Subtotal:	27,040
-----------	--------

Option Period One: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0001	Warehouse Supervisor	100	(b)(4)	(b)(4)
0002	Senior Property Technician	100		
0003	Property Technician	200		
0004	Truck Drivers	600		
0005	Warehouse Personnel/ Forklift Operator	800		
0006	Shipping/Receiving Clerk	400		
Subtotal Overtime:		2,200		

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	2,080	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	4,160		
1003	General Maintenance	4,160		
1004	Laborer (15)	31,200		
Subtotal:		41,600		

Option Period One: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	0	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	200		
1003	General Maintenance	200		
1004	Laborer (15)	1,500		
Subtotal Overtime:		1,900		
Total Labor:		72,740		

	<u>No. Of Months</u>	<u>Monthly Fixed Rate</u>	<u>Vehicle Price</u>
*Vehicles Price	12	\$(b)(4)	\$(b)(4)

	<u>Annual ODCs</u>	<u>G&A (b)(4)</u>	<u>Total ODCs (b)(4)</u>
Other Direct Costs (See B.3)	\$62,000.00		
			=====

Total Amount Option Period One \$2,479,523.24

OPTION PERIOD TWO: June 1, 2009 through May 31, 2010

Regular Time		<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
Item	Labor Classification			
0001	Warehouse Supervisor	2,080	\$(b)(4)	\$(b)(4)
0002	Senior Property Technician	2,080	\$	\$
0003	Property Technician	4,160	\$	\$
0004	Truck Drivers	6,240	\$	\$
0005	Warehouse Personnel/ Forklift Operator	8,320	\$	\$
0006	Shipping/Receiving Clerk	4,160	\$	\$
Subtotal:		27,040		\$

Option Period Two: Overtime

		<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
Item	Labor Classification			
0001	Warehouse Supervisor	100	\$(b)(4)	\$(b)(4)
0002	Senior Property Technician	100	\$	\$
0003	Property Technician	200	\$	\$
0004	Truck Drivers	600	\$	\$
0005	Warehouse Personnel/ Forklift Operator	800	\$	\$
0006	Shipping/Receiving Clerk	400	\$	\$
Subtotal Overtime:		2,200		\$

Regular Time		Estimated	Fixed	
Item	Labor Classification	Direct Labor Hours	Hourly Rate	Total
			(b)(4)	(b)(4)
1001	Program Manager	2,080		
1002	Laborer/Maintenance Foreman	4,160		
1003	General Maintenance	4,160		
1004	Laborer (15)	31,200		
Subtotal:		41,600		

Option Period Two: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
			(b)(4)	(b)(4)
1001	Program Manager	0		
1002	Laborer/Maintenance Foreman	200		
1003	General Maintenance	200		
1004	Laborer (15)	1,500		
Subtotal Overtime:		1,900		
Total Labor:		72,740		

	No. Of Months	Monthly Fixed Rate	Vehicle Price
*Vehicles Price	12	\$(b)(4)	\$(b)(4)

	Annual ODCs	G&A	Total ODCs
Other Direct Costs (See B.3)	\$62,000.00	(b)(4)	\$(b)(4)

=====

Total Amount Option Period Two \$2,482,414.44

OPTION PERIOD THREE: June 1, 2010 through May 31, 2011

Regular Time		Estimated	Fixed	
		Direct	Hourly	
Item	Labor Classification	Labor Hours	Rate	Total
0001	Warehouse Supervisor	2,080	(b)(4)	(b)(4)
0002	Senior Property Technician	2,080	(b)(4)	(b)(4)
0003	Property Technician	4,160	(b)(4)	(b)(4)
0004	Truck Drivers	6,240	(b)(4)	(b)(4)
0005	Warehouse Personnel/ Forklift Operator	8,320	(b)(4)	(b)(4)
0006	Shipping/Receiving Clerk	4,160	(b)(4)	(b)(4)
Subtotal:		27,040		

Option Period Three: Overtime

		Estimated	Fixed	
		Direct	Hourly	
Item	Labor Classification	Labor Hours	Rate	Total
0001	Warehouse Supervisor	100	(b)(4)	(b)(4)
0002	Senior Property Technician	100	(b)(4)	(b)(4)
0003	Property Technician	200	(b)(4)	(b)(4)
0004	Truck Drivers	600	(b)(4)	(b)(4)
0005	Warehouse Personnel/ Forklift Operator	800	(b)(4)	(b)(4)
0006	Shipping/Receiving Clerk	400	(b)(4)	(b)(4)
Subtotal Overtime:		2,200		

Regular Time		Estimated	Fixed	
		Direct	Hourly	
Item	Labor Classification	Labor Hours	Rate	Total
1001	Program Manager	2,080	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	4,160	(b)(4)	(b)(4)
1003	General Maintenance	4,160	(b)(4)	(b)(4)
1004	Laborer (15)	31,200	(b)(4)	(b)(4)
Subtotal:		41,600		

Option Period Three: Overtime

		Estimated	Fixed	
		Direct	Hourly	
Item	Labor Classification	Labor Hours	Rate	Total

1001	Program Manager	0
1002	Laborer/Maintenance Foreman	200
1003	General Maintenance	200
1004	Laborer (15)	1,500
Subtotal Overtime:		1,900

(b)(4)	(b)(4)
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$

Total Labor: 72,740

	<u>No. Of Months</u>	<u>Monthly Fixed Rate</u>	<u>Vehicle Price</u>
*Vehicles Price	12	\$ (b)(4)	\$ (b)(4)

	<u>Annual ODCs</u>	<u>G&A</u>	<u>Total ODCs</u>
Other Direct Costs (See B.3)	\$62,000.00	(b)(4)	\$ (b)(4)

=====

Total Amount Option Period Three \$2,485,368.04

OPTION PERIOD FOUR: June 1, 2011 through May 31, 2012

Regular Time		Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item Labor Classification				
0001 Warehouse Supervisor	2,080	(b)(4)	(b)(4)	
0002 Senior Property Technician	2,080	\$	\$	
0003 Property Technician	4,160	\$	\$	
0004 Truck Drivers	6,240	\$	\$	
0005 Warehouse Personnel/ Forklift Operator	8,320	\$	\$	
0006 Shipping/Receiving Clerk	4,160	\$	\$	
Subtotal:	27,040	\$	\$	

Option Period Four: Overtime

Item Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
---------------------------	------------------------------------	-------------------------	-------

0001	Warehouse Supervisor	100	(b)(4)	(b)(4)
0002	Senior Property Technician	100		
0003	Property Technician	200		
0004	Truck Drivers	600		
0005	Warehouse Personnel/ Forklift Operator	800		
0006	Shipping/Receiving Clerk	400		
Subtotal Overtime:		2,200		

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	2,080	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	4,160		
1003	General Maintenance	4,160		
1004	Laborer (15)	31,200		
Subtotal:		41,600		

Option Period Four: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	0	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	200		
1003	General Maintenance	200		
1004	Laborer (15)	1,500		
Subtotal Overtime:		1,900		

Total Labor: 72,740

	No. Of Months	Monthly Fixed Rate	Vehicle Price
*Vehicles Price	12	\$(b)(4)	\$(b)(4)

	Annual ODCs	G&A (b)(4)	Total ODCs
Other Direct Costs (See B.3)	\$62,000.00		\$(b)(4)
=====			
Total Amount Option Period Four			\$2,488,425.64
 TOTAL AMOUNT -			
(Five Years of Services, overtime, vehicles, and ODCs)			<u>\$12,340,255.40</u>

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders/Work Order Forms and accepted by the Project Officer and/or the Contracting Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task Orders.

* The Vehicles Price includes trucks and forklifts. The price should include routine maintenance based upon the manufacturers recommended intervals (i.e. tune-ups, oil changes, lubrication, etc.), operation costs (i.e. gasoline, oil, etc.), and any repairs to these vehicles shall be done at the contractor's expense. The fixed monthly price in Section B will take into consideration all operations and maintenance support for these vehicles. This also includes costs associated with vehicle licenses, inspections, and insurance costs, and any other costs associated with normal operations. All vehicle repairs, regardless of value, should also be considered and factored into the monthly fixed price identified in section B. It is estimated that each of the trucks will average approximately 20,000 miles per year.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-07-053/0003		3. EFFECTIVE DATE 12/12/07	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Administrative Contract Service Center (3803R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		CODE	7. ADMINISTERED BY (If other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) APEX LOGISTICS, LLC 9015 RHODE ISLAND AVENUE College Park, MD 20740			(✓)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-07-053
				10B. DATED (SEE ITEM 13) 05/03/07
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to remove Clause F.2, Monthly Progress Reports (EPAAR 1552.211-72) since the majority of this information is included in other required reports and the invoice.

Also, to reiterate that the Contractor required Weekly Activity Report is to contain information on all 5100-8 forms received. At a minimum, this report should contain: the date the FSR was received; current status; date FSR completed and closed out; how many personnel and how many hours each it took to complete the FSR; and any impediments encountered and how they were resolved. Copies are to be distributed to the Project Officer and the Contracting Officer.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROSE M. GREEN	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The Section F clause entitled "MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)" has been deleted.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-07-053/0004	3. EFFECTIVE DATE 01/24/08	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Administrative Contract Service Center (3803R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) APEX LOGISTICS, LLC 9015 RHODE ISLAND AVENUE College Park, MD 20740		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-07-053
			10B. DATED (SEE ITEM 11) 05/03/07
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

1) increase the number of contractor furnished cell phones from four to seven.

This increases the annual ODCs by approximately \$(b)(4) annually.

2) require the contractor to submit a cell phone breakdown to the Contracting Officer's Representative quarterly - March, June, Sept, and Dec. This breakdown should be the phone company billing statement which shows the detail of the incoming and outgoing calls and the date/time and length of each call.

The cost ceiling was increased to cover this change and to cover the labor

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROSE M. GREEN	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA _____ (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The following Contract Totals modifications have been made:

The Amount for Cost Ceiling on BASE Period was changed by \$15,781.04 from \$2,392,142.00 to \$2,407,923.04.

The Amount for Cost Ceiling on Option Period I was changed by \$15,781.24 from \$2,467,141.00 to \$2,482,922.24.

The Amount for Cost Ceiling on Option Period II was changed by \$15,781.44 from \$2,470,032.00 to \$2,485,813.44.

The Amount for Cost Ceiling on Option Period III was changed by \$15,781.20 from \$2,472,985.84 to \$2,488,767.04.

The Amount for Cost Ceiling on Option Period IV was changed by \$15,781.64 from \$2,476,043.00 to \$2,491,824.64.

2. The Section B clause entitled "FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.216-73) (APR 1984)" has been modified. The text is as follows:

The following fixed rates shall apply for payment purposes for the duration of the contract.

BASE PERIOD: June 1, 2007 through May 31, 2008

Regular Time		Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item	Labor Classification			
0001	Warehouse Supervisor	2,080	(b)(4)	(b)(4)
0002	Senior Property Technician	2,080		
0003	Property Technician	4,160		
0004	Truck Drivers	6,240		
0005	Warehouse Personnel/ Forklift Operator	8,320		
0006	Shipping/Receiving Clerk	4,160		
Subtotal:		27,040		

Base Period: Overtime

		Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item	Labor Classification			
0001	Warehouse Supervisor	100	(b)(4)	(b)(4)

0002	Senior Property Technician	100
0003	Property Technician	200
0004	Truck Drivers	600
0005	Warehouse Personnel/ Forklift Operator	800
0006	Shipping/Receiving Clerk	400
Subtotal Overtime:		2,200

(b)(4)

(b)(4)

Regular Time	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
--------------	------------------------------------	-------------------------	-------

1001	Program Manager	2,080
1002	Laborer/Maintenance Foreman	4,160
1003	General Maintenance	4,160
1004	Laborer (15)	31,200
Subtotal:		41,600

(b)(4)

(b)(4)

Base Period: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
------	----------------------	------------------------------------	-------------------------	-------

1001	Program Manager	0
1002	Laborer/Maintenance Foreman	200
1003	General Maintenance	200
1004	Laborer (15)	1,500
Subtotal Overtime:		1,900

(b)(4)

(b)(4)

Total Labor: 72,740

	No. Of Months	Monthly Fixed Rate	Vehicle Price
*Vehicles Price	12	\$(b)(4)	\$(b)(4)

	Annual ODCs	G&A (b)(4)	Total ODCs
Other Direct Costs (See B.3)	\$65,300.00	\$(b)(4)	\$(b)(4)

=====

Total Amount Base Period

\$2,407,923.04

OPTION PERIOD ONE: June 1, 2008 through May 31, 2009

Regular Time		Estimated	Fixed	
		Direct	Hourly	
Item	Labor Classification	Labor Hours	Rate	Total
0001	Warehouse Supervisor	2,080	(b)(4)	(b)(4)
0002	Senior Property Technician	2,080	\$	\$
0003	Property Technician	4,160	\$	\$
0004	Truck Drivers	6,240	\$	\$
0005	Warehouse Personnel/ Forklift Operator	8,320	\$	\$
0006	Shipping/Receiving Clerk	4,160	\$	\$
Subtotal:		27,040		\$

Option Period One: Overtime

		Estimated	Fixed	
		Direct	Hourly	
Item	Labor Classification	Labor Hours	Rate	Total
0001	Warehouse Supervisor	100	(b)(4)	(b)(4)
0002	Senior Property Technician	100	\$	\$
0003	Property Technician	200	\$	\$
0004	Truck Drivers	600	\$	\$
0005	Warehouse Personnel/ Forklift Operator	800	\$	\$
0006	Shipping/Receiving Clerk	400	\$	\$
Subtotal Overtime:		2,200		\$

Regular Time		Estimated	Fixed	
		Direct	Hourly	
Item	Labor Classification	Labor Hours	Rate	Total
1001	Program Manager	2,080	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	4,160	\$	\$
1003	General Maintenance	4,160	\$	\$
1004	Laborer (15)	31,200	\$	\$

Subtotal: 41,600

\$ (b)(4)

Option Period One: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	0	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	200		
1003	General Maintenance	200		
1004	Laborer (15)	1,500		
Subtotal Overtime:		1,900		
Total Labor:		72,740		

	No. Of Months	Monthly Fixed Rate	Vehicle Price
*Vehicles Price	12	(b)(4)	(b)(4)

	Annual ODCs	G&A (b)(4)	Total ODCs
Other Direct Costs (See B.3)	\$65,300.00		(b)(4)

=====

Total Amount Option Period One

\$2,482,922.24

OPTION PERIOD TWO: June 1, 2009 through May 31, 2010

Regular Time		Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item	Labor Classification			
0001	Warehouse Supervisor	2,080	(b)(4)	(b)(4)
0002	Senior Property Technician	2,080		
0003	Property Technician	4,160		
0004	Truck Drivers	6,240		
0005	Warehouse Personnel/ Forklift Operator	8,320		
0006	Shipping/Receiving Clerk	4,160		

Subtotal: 27,040

\$ (b)(4)

Option Period Two: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0001	Warehouse Supervisor	100	(b)(4)	(b)(4)
0002	Senior Property Technician	100		
0003	Property Technician	200		
0004	Truck Drivers	600		
0005	Warehouse Personnel/ Forklift Operator	800		
0006	Shipping/Receiving Clerk	400		
Subtotal Overtime:		2,200		

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	2,080	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	4,160		
1003	General Maintenance	4,160		
1004	Laborer (15)	31,200		
Subtotal:		41,600		

Option Period Two: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	0	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	200		
1003	General Maintenance	200		
1004	Laborer (15)	1,500		
Subtotal Overtime:		1,900		
Total Labor:		72,740		

	<u>No. Of Months</u>	<u>Monthly Fixed Rate</u>	<u>Vehicle Price</u>
*Vehicles Price	12	\$(b)(4)	\$(b)(4)

	<u>Annual ODCs</u>	<u>G&A (b)(4)</u>	<u>Total ODCs</u>
Other Direct Costs (See B.3)	\$65,300.00	\$(b)(4)	\$(b)(4)

=====

Total Amount Option Period Two \$2,485,813.44

OPTION PERIOD THREE: June 1, 2010 through May 31, 2011

Regular Time		<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
Item	Labor Classification			
0001	Warehouse Supervisor	2,080	\$(b)(4)	\$(b)(4)
0002	Senior Property Technician	2,080	\$(b)(4)	\$(b)(4)
0003	Property Technician	4,160	\$(b)(4)	\$(b)(4)
0004	Truck Drivers	6,240	\$(b)(4)	\$(b)(4)
0005	Warehouse Personnel/ Forklift Operator	8,320	\$(b)(4)	\$(b)(4)
0006	Shipping/Receiving Clerk	4,160	\$(b)(4)	\$(b)(4)
Subtotal:		27,040		\$(b)(4)

Option Period Three: Overtime

		<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
Item	Labor Classification			
0001	Warehouse Supervisor	100	\$(b)(4)	\$(b)(4)
0002	Senior Property Technician	100	\$(b)(4)	\$(b)(4)
0003	Property Technician	200	\$(b)(4)	\$(b)(4)
0004	Truck Drivers	600	\$(b)(4)	\$(b)(4)
0005	Warehouse Personnel/ Forklift Operator	800	\$(b)(4)	\$(b)(4)
0006	Shipping/Receiving Clerk	400	\$(b)(4)	\$(b)(4)
Subtotal Overtime:		2,200		\$(b)(4)

Regular Time		Estimated	Fixed	
		Direct	Hourly	
Item	Labor Classification	Labor Hours	Rate	Total
			(b)(4)	(b)(4)
1001	Program Manager	2,080	\$	
1002	Laborer/Maintenance Foreman	4,160	\$	
1003	General Maintenance	4,160	\$	
1004	Laborer (15)	31,200	\$	
Subtotal:		41,600		\$

Option Period Three: Overtime

		Estimated	Fixed	
		Direct	Hourly	
Item	Labor Classification	Labor Hours	Rate	Total
			(b)(4)	(b)(4)
1001	Program Manager	0	\$	
1002	Laborer/Maintenance Foreman	200	\$	
1003	General Maintenance	200	\$	
1004	Laborer (15)	1,500	\$	
Subtotal Overtime:		1,900		\$

Total Labor: 72,740

	No. Of	Monthly	Vehicle
	Months	Fixed Rate	Price
*Vehicles Price	12	\$ (b)(4)	\$ (b)(4)

	Annual	G&A	Total
	ODCs	(b)(4)	ODCs
Other Direct Costs (See B.3)	\$65,300.00	\$ (b)(4)	\$ (b)(4)

=====

Total Amount Option Period Three

\$2,488,767.04

OPTION PERIOD FOUR: June 1, 2011 through May 31, 2012

Regular Time	Estimated	Fixed
	Direct	Hourly

Item	Labor Classification	Labor Hours	Rate	Total
0001	Warehouse Supervisor	2,080	(b)(4)	(b)(4)
0002	Senior Property Technician	2,080		
0003	Property Technician	4,160		
0004	Truck Drivers	6,240		
0005	Warehouse Personnel/ Forklift Operator	8,320		
0006	Shipping/Receiving Clerk	4,160		
Subtotal:		27,040		

Option Period Four: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0001	Warehouse Supervisor	100	(b)(4)	(b)(4)
0002	Senior Property Technician	100		
0003	Property Technician	200		
0004	Truck Drivers	600		
0005	Warehouse Personnel/ Forklift Operator	800		
0006	Shipping/Receiving Clerk	400		
Subtotal Overtime:		2,200		

Regular Time

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	2,080	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	4,160		
1003	General Maintenance	4,160		
1004	Laborer (15)	31,200		
Subtotal:		41,600		

Option Period Four: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	0	\$ 0.00	\$ 0.00

1002	Laborer/Maintenance Foreman	200
1003	General Maintenance	200
1004	Laborer (15)	1,500

(b)(4)
(b)(4)
(b)(4)

(b)(4)
(b)(4)
(b)(4)

Subtotal Overtime:	1,900
--------------------	-------

Total Labor:	72,740
--------------	--------

	<u>No. Of Months</u>	<u>Monthly Fixed Rate</u>	<u>Vehicle Price</u>
*Vehicles Price	12	\$(b)(4)	\$(b)(4)

	<u>Annual ODCs</u>	<u>G&A</u>	<u>Total ODCs</u>
Other Direct Costs (See B.3)	\$65,300.00	\$(b)(4)	\$(b)(4)

=====

Total Amount Option Period Four	\$2,491,82.64
---------------------------------	---------------

TOTAL AMOUNT -

(Five Years of Services, overtime, vehicles, and ODCs)	<u>\$12,357,250.40</u>
--	------------------------

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders/Work Order Forms and accepted by the Project Officer and/or the Contracting Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task Orders.

* The Vehicles Price includes trucks and forklifts. The price should include routine maintenance based upon the manufacturers recommended intervals (i.e. tune-ups, oil changes, lubrication, etc.), operation costs (i.e. gasoline, oil, etc.), and any repairs to these vehicles shall be done at the contractor's expense. The fixed monthly price in Section B will take into consideration all operations and maintenance support for these vehicles. This also includes costs associated with vehicle licenses, inspections, and insurance costs, and any other costs associated with normal operations. All

vehicle repairs, regardless of value, should also be considered and factored into the monthly fixed price identified in section B. It is estimated that each of the trucks will average approximately 20,000 miles per year.

3. The Section H clause entitled "ACCESS TO EPA DATABASE MANAGEMENT SYSTEMS (LOCAL LW-27-12) (DEC 2001) DEVIATION" has been modified. The text is as follows:

The personnel listed below have been authorized access to EPA database management systems in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the contractor shall immediately notify the Contracting Officer.

H.26 STAFF SCHEDULING

The Contractor is required to utilize effective and efficient management of staff resources based upon anticipated support services requirements. It is anticipated that the majority of services will be required between the normal work hours of 7:00 am and 4:30 pm, Monday through Friday, excluding designated holidays, administrative leave, etc. These hours are to be covered by staggering shifts, not with overtime.

However, there may be various occasions when contractor services may be required which take place outside of their employees normal work schedule or in order to facilitate task accomplishments, avoid disruptions, or accommodate unique circumstances. For example, these unusual circumstances could include conference or prolonged moving and relocation requirements. Therefore, if it can be reasonable anticipated (i.e. 48 hours in advance) that contractor support services will be temporarily required outside of normal business work hours as defined above, the Contractor shall endeavor to utilize multiple shifts, employee substitutions, temporary employees or changes in individual staff schedule as deemed necessary in order to facilitate task accomplishments and avoid disruptions, while minimizing the need for or incurrence of overtime.

H.27 AUTHORIZING OVERTIME

The Contractor shall obtain written authorization from the Project Officer, with copies to the Contracting Officer, of any overtime ordered up to the limits specified in B.1. The Contractor shall obtain written authorization from the Contracting Officer prior to working any overtime beyond that listed in B.1. Approvals for using overtime shall be approved in advance of the work being performed, but if justified by emergency circumstances, approval may be granted retroactively. In emergency situations, the Contractor shall obtain oral approval from the Contracting Officer, or the designated Project Officer,

prior to incurring overtime. The Contractor must be provided written confirmation the oral approval of overtime by the next business day.

H.28 CONTRACTOR PROVIDED EQUIPMENT

For the performance of this contract, the contractor will be required to provide the equipment and vehicles to fulfill the requirements of this contract. This includes, but is not limited to:

One (1) light truck (4x2); full-size pick up; crew cab; three (3) passenger seating capacity; late model; alternative fuel vehicle (bio-diesel) (E85).

Two (2) heavy duty (4x2), cab w/van body; 32,000 - 34,000 GVW. 22-foot van body. Required heavy duty fold-under power lift-gate. The existing contractor provide heavy duty trucks have a 12 foot height; maximum permissible height is 13 feet. Trucks shall be late model, diesel fuel vehicles.

Two (2) standard warehouse forklifts that have a maximum lift capacity of 3,000 lbs. with a minimum height requirement of 16 feet.

A minimum of seven desktop computers and printers, that meet or exceed the EPA specifications.

A minimum of seven cellular telephones, with service. Distribution: Program Manager, Warehouse Supervisor, two Laborer/Maintenance Foreman, and three truck drivers.

During the effective period of this contract, routine maintenance based upon the manufacturers recommended intervals (i.e. tune-ups, oil changes, lubrication, etc.), operation costs (i.e. gasoline, oil, etc.), and any repairs to these vehicles shall be done at the contractor's expense. The fixed monthly price in Section B will take into consideration all operations and maintenance support for these vehicles. This also includes costs associated with vehicle licenses, inspections, and insurance costs, and any other costs associated with normal operations. All vehicle repairs, regardless of value, should also be considered and factored into the monthly fixed price identified in section B. It is estimated that each of the trucks will average approximately 20,000 miles per year.

H.29 CORPORATE CHANGES

The Contractor shall provide the Contracting Officer copies of all correspondence relating to corporate status and major corporate revisions, such as buy-outs, sale or dissolutions, and changes in corporate personnel or other policy that effect this contract. Potential buy-out scenarios, actual buy-outs, sales, mergers, and dissolutions shall be disclosed in writing to the Contracting Officer as soon as possible.

H.30 NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Throughout the effective period of this contract, the Contractor may have exposure or access to confidential information in performing various

routine labor services and warehouse functions, such as shredding various types of documentation. Therefore, the Contractor agrees hereto that under no circumstances will any such exposure or access to confidential information be used by the Contractor for its own purposes, nor will any such confidential information be disclosed to any person or organization without the prior written consent of the Contracting Officer.

H.31 CONTINUITY OF SERVICES DURING AN EMERGENCY

This contract provides services which are essential to the EPA and performance must continue if at all possible. In the event of an emergency in the Washington Metropolitan area, EPA intends to implement our Continuity of Operations Plan (COOP) whereby essential Agency personnel are relocated to an off-site location to continue EPA's mission. If EPA implements the COOP, the contractor shall continue providing the services required by the Agency even if it requires a change in schedule or place of performance. During the COOP, the initial plan is for contractor personnel to continue operations from the EPA Warehouse located in Landover, MD. If it is determined that an alternate location will be necessary for continuity of contractor services, the Contracting officer will notify the contractor the location change after COOP implementation.

The Contracting Officer will notify the contractor, verbally or in writing, of any changes necessitated by a COOP implementation. The terms of the contract may be changed to reflect the nature of the emergency, the level of services provided, and the number of contractor personnel necessary. A modification to the contract, incorporating the changes will be negotiated as soon as possible.

H.32 CONTRACTOR JUSTIFICATION FOR OTHER DIRECT COSTS

Other Direct Costs (ODCs) are items which are allowable and allocable direct costs to the contract for which EPA may reimburse the Contractor. ODCs will be treated in accordance with the Clause entitled "Allowable Cost and Payment (FAR 52.216-7). Such items shall be charged in accordance with the Contractor's established and accepted accounting practices except as stated below.

Travel Expenses - No travel should be required under this contract. If the need does arise, the travel must be approved by the Contracting Officer and the Project Officer before any money is paid to the contractor.

Except as explicitly set forth below, the Contractor shall be reimbursed for allowable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitation of the Federal Travel Regulations effective on the date of travel will apply to contractor employees to the same extent they apply to Federal Government employees.

The Contractor may elect to reimburse its employees for meals and

incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

Miscellaneous Expenses - ODCs for miscellaneous expenses should be limited to costs of those items indicated in B.3. ODCs not associated with these categories should be clearly justified.

H.33 LABOR CATEGORY QUALIFICATIONS

General duties and responsibilities are indicated under each labor category, but it is up to the contractor to ultimately distribute the work load among the labor categories/their employees so that all work is completed in an efficient and timely manner. Other duties and responsibilities may be contained in the Statement of Work.

A. WAREHOUSE SUPERVISOR

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the supervision of the Program Manager, the Warehouse Supervisor shall be responsible for overall operation and maintenance of the EPA warehouse functions and operations. They must provide effective interface with the EPA Project Officer and Task Order Project Officers. They must provide practical and efficient leadership, management skills and knowledge that fosters a program to maintain and upgrade the warehouse management and operational functions for the EPA.

DUTIES & RESPONSIBILITIES

Serves as the acting Program Manager carrying out the duties and responsibilities of the Program Manager in their absence. Therefore, the individual should have comparable credentials to the Program Manager and be familiar with all task areas of the Statement of Work.

Manage and oversee the overall operation and maintenance of the warehouse functions.

Provide day-to-day warehouse operations management applicable to EPA Headquarters, including orientation and training of the contractor's warehouse workforce.

Supervise the work of all contractor personnel at the warehouse.

Shall continually review the warehouse site, the on-going work, and ensure safe, effective, and efficient warehouse operations.

Shall ensure that all required and pertinent data is input into the warehouse management system and any other required system.

Shall ensure that all required reports are completed and delivered in a timely manner.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must possess analytical and managerial skills which enable them to identify significant warehouse management policy issues as they relate to contract performance, formulate strategies to properly address warehouse issues, and establish priorities for their effective resolution. Must have performed similar duties, functions and responsibilities as those described above.

The individual must have at least six (6) years of comparable and relevant experience in management, organization, and supervision of a government or commercially operated and maintained warehouse, of which at least two of the six years must have been at the supervisory level.

A high school diploma or equivalent.

B. SENIOR PROPERTY TECHNICIAN

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the supervision of the Warehouse Supervisor, shall have overall responsibility for all property management issues and will oversee the functions of the Property Technicians. The Senior Property Technician shall also provide support necessary for the performance of the Shipping/Receiving Clerks' functions and will perform miscellaneous property duties as directed by the Warehouse Supervisor.

DUTIES & RESPONSIBILITIES

Oversee and prepare property reports and generate correspondence.

Update and maintain the EPA Property Accounting systems and property management records.

Responsible for preparation of documentation for property management records as required.

Provide general filing, administrative record keeping and data entry as required.

Oversee the work of the Property Technicians.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have at least two (2) years of experience in a property management operation performing comparable duties, functions, and/or responsibilities to those described above.

A high school diploma or equivalent.

C. PROPERTY TECHNICIAN

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the supervision of the Warehouse Supervisor, shall provide support necessary for the performance of the

DUTIES & RESPONSIBILITIES

Prepare property reports and generate correspondence.

Update and maintain the EPA Property Accounting systems and property management records, including the Integrated Financial Management System and READ Program.

Prepare documentation for property management records as required.

Provide general filing, administrative record keeping and data entry as required.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have at least one (1) year of experience in a property management operation performing comparable duties, functions, and/or responsibilities to those described above.

A high school diploma or equivalent.

D. TRUCK DRIVER

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the supervision of the Warehouse Supervisor, and at times the Program Manager, shall be responsible for deliveries and pick-ups throughout the EPA's Washington metropolitan area facilities. Shall ensure the safe arrival of all materials being transported and obtain signed receipts for all deliveries and pick-ups.

DUTIES & RESPONSIBILITIES

Responsible for properly securing all loads to avoid damage.

Responsible for ensuring that all ordered items are on the truck for delivery and for the safe arrival of all items.

Responsible for ensuring that the truck is fueled and kept clean (interior and exterior) and in good operating condition.

Responsible for submitting to the Warehouse Supervisor a daily vehicle report showing fuel usage, destination, mileage, etc.

Unloading and loading of supplies, furniture, equipment, etc.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have performed comparable transportation and delivery duties, functions, and/or responsibilities to those described above.

Must have a valid Commercial Driver's Licence (CDL) drivers license to operate a delivery truck.

Must have a safe driving record.

A high school diploma or equivalent.

E. WAREHOUSE PERSONNEL / FORKLIFT OPERATOR

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the supervision of the Warehouse Supervisor, shall be responsible for providing warehouse storage and material processing services including unloading and loading of trucks and delivery and retrieval of items to and from the proper locations throughout the storage area, verifying materials against receiving documents, and the proper storage and stocking of materials.

DUTIES & RESPONSIBILITIES

Unloading and loading of supplies, furniture, equipment, etc.

Delivery and retrieval of items to and from the proper locations in the warehouse.

Verifies materials against receiving documents, notes and reports any discrepancies and/or damage.

Safely stores and stocks material in accordance with prescribed storage locations.

Performs a variety of ancillary warehouse duties which require a thorough understanding of warehouse storage plans and operating environment.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have at least one (1) year of experience performing comparable warehouse receiving, storage, stocking, and processing duties, functions, and responsibilities to those described above and of loading and unloading material as a qualified forklift operator in a similar warehouse operation.

A high school diploma or equivalent.

F. SHIPPING/RECEIVING CLERK

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the supervision of the Warehouse Supervisor, shall be responsible for receiving all incoming materials, property, furniture, exhibits, etc. and will prepare the same for shipment. Responsible for maintaining records of Purchase Orders, Fedstrips, invoices, and Labor Services receipts and EPA Order

requisitions for pick-up and processing boxes containing files for the Federal Supplies Records Center.

DUTIES & RESPONSIBILITIES

Shall receive and log all incoming materials, property, furniture, supplies, exhibits, etc. in to the Integrated Financial Management System and/or any other designated system.

Shall note on the delivering carrier's documents, and on consignee's copy, any visible loss, damages, or other discrepancies and must sign and assure that he carrier signs any notations made.

Responsible for applying the EPA property decals to accountable property, annotating the number on a copy of the purchase order in the Integrated Financial Management System.

Shall process/record in the Warehouse Management System the boxes containing files for delivery to the Federal Records Center.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have at least one (1) year of experience recording, shipping and receiving, and processing material in a comparable warehouse operation and in performing similar duties, functions and/or responsibilities as those described above.

A high school diploma or equivalent.

G. Program Manager

GENERAL FUNCTIONS & RESPONSIBILITIES

The Program Manager shall oversee the entire Contractor operation, focusing on the Labor Services portion and relying on the Warehouse Supervisor for the majority of work performed for the warehouse portion of the contract. Shall provide effective interface with the EPA Project Officer and Task Order Project Officer(s). Based upon guidance from the Project Officer, and within the defined contract scope of work, the Program Manager must provide the leadership, management skills and techniques to foster a program to maintain and upgrade the labor and warehouse operation services under this contract.

DUTIES & RESPONSIBILITIES

Interfaces regularly with the EPA Project Officer and/or Task Order Delivery Officer(s) on a day-to-day basis regarding warehouse/labor services matters.

General responsibility for all work required by the contract and making sure all is completed as required.

Supervise the appearance of, and work completed by, all contractor personnel.

Responsible for making sure all work orders are submitted properly via the proper channels and that all data is entered correctly into the EPA system

regarding the status and completion of all work orders. Ensure adequate manpower and equipment are available to perform the work.

Responsible for timeliness of required reports and completion of all work requests.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must possess analytical and managerial skills which enable them to identify significant labor and warehouse operations policy issues as they relate to contract performance, formulate strategies to properly address those issues, and establish priorities for their effective resolution.

Must have at least six (6) years of comparable and relevant experience in management, organization, and operation of comparable and relevant labor services as those described above and in the Statement of Work, of which at least two of the six years must have been at the supervisory level.

A high school diploma or equivalent.

H. MAINTENANCE/LABORER FOREMAN

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the direct supervision of the Program Manager.

DUTIES & RESPONSIBILITIES

Retrieve, review, assign, and ensure completion of all FSRs (form 5100-8) received.

Assign duties to appropriate labor services personnel.

Ensure proper attire and courteous manner of labor services personnel.

Responsible for overseeing the safe and timely delivery and pick-up of supplies, equipment, and furniture.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have at least three (3) years of comparable and relevant experience in comparable and relevant labor services as those described above, below, and in the Statement of Work, of which at least one of the three years must have been at the supervisory level.

A high school diploma or equivalent.

I. GENERAL MAINTENANCE

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the direct supervision of the Maintenance/Laborer Foreman,

DUTIES & RESPONSIBILITIES

Install and remove signs, bulletin boards, pictures, etc.

Assemble, dis-assemble, and/or install furniture and shelving.

Install and/or remove drapes, blinds, and office fixtures.

Provides minor repairs, painting, and restoration of walls, doors, and baseboards broken or marred as a result of contractor moving or relocation responsibilities and functions; provides emergency clean-up, including use of vacuum and other cleaning equipment; and removal and installation of ceiling tiles when building owner's personnel are unavailable.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have performed comparable duties, functions, and/or responsibilities to those described above.

A high school diploma or equivalent.

J. LABORER

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the direct supervision of the Maintenance/Laborer Foreman, the laborers shall be responsible for the safe packing and delivery of supplies, furniture, and equipment; intra- and inter-office moves of furniture, equipment, and boxes; and arrangement (set up and take down) of conference room furniture and supplies.

DUTIES & RESPONSIBILITIES

Provides assistance in the pick-up of excess equipment and furniture.

Ensures the safe and timely delivery of assigned supplies, move furniture and equipment as directed for office moves or relocation of personnel.

Responsible for the cleanliness of on-site receiving and shipping areas.

Performs packing of office materials in a safe and timely manner.

Performs all other duties indicated in the Statement of Work that may arise.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have performed comparable duties, functions, and/or responsibilities to those described above.

A high school diploma or equivalent.

EP-W-07-053/0004

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-07-053/0005	3. EFFECTIVE DATE 02/08/08	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Administrative Contract Service Center (3803R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	7. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) APEX LOGISTICS, LLC 9015 RHODE ISLAND AVENUE College Park, MD 20740		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-07-053
			10B. DATED (SEE ITEM 13) 05/03/07
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to have the maintenance of the Government Furnished Equipment (forklifts, hand jacks, etc.) be the responsibility of the contractor under this contract. The routine maintenance of this equipment should be added to the contractor's maintenance schedule for their own equipment. Required repairs to the Government Furnished Equipment should be brought to the attention of the COR and CO for approval before any repairs are made. The routine maintenance should be charged as an ODC.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROSE M. GREEN		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The Section B clause entitled "OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)" has been modified. The text is as follows:

For the following categories, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer. Miscellaneous Other Direct Costs are considered to include local and long distance travel, cell phones and service, material and equipment, packing boxes, supplies other than those office consumables required for the normal conduct of business, photocopying, which are necessary for task order/SOW performance. ODCs also include the maintenance costs of the Government furnished equipment such as fork lifts and hand jacks noted in the Government Furnished Property contract attachment. Contractors should add the maintenance of government equipment to their maintenance schedule.

Other Direct Costs may not include operation and maintenance costs of the Contractor Provided Equipment/Vehicles describe in Section H, those are to be charged with the CLIN for the Vehicles Price. However, should the government require additional or a replacement vehicle on a short term or temporary basis (e.g., approximately less than 10 days), then the costs associated with obtaining the additional vehicles would be reimbursed as an ODC.

Relocation costs and travel costs incidental to relocation of personnel are not allowable as allowable.

<u>Period</u>	<u>Other Direct Costs</u>	<u>G & A*</u>	<u>Total ODC Amount</u>
Base	\$62,000.00	(b) %	\$ (b)(4)
Option Period I	\$62,000.00	(4) %	\$
Option Period II	\$62,000.00	%	\$
Option Period III	\$62,000.00	%	\$
Option Period IV	\$62,000.00	%	\$

* General and Administrative or material handling charge applicable to ODCs and in accordance with contractors normal accounting practice.

Other Direct Costs to be incurred in direct support of this contract effort and not covered by the contractor's overhead rates may be charged against the contract. G & A expense as applied to other direct costs may be charged against this contract, subject to the conditions specified in the clause entitled "Indirect Costs". A fee/profit applied to other direct costs is not considered allowable under this contract.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-07-053/0006	3. EFFECTIVE DATE 05/27/08	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Administrative Contract Service Center (3803R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) APEX LOGISTICS, LLC 9015 RHODE ISLAND AVENUE College Park, MD 20740		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-07-053
			10B. DATED (SEE ITEM 13) 05/03/07
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to exercise option period I, 06/01/08 - 05/30/09. Option period I pricing as specified in modification #4.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROSE M. GREEN	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. Option Period I is exercised subject to the availability of funds. The Start Date and End Date for this period of performance are as follows:

Start Date 06/01/08
End Date 05/31/09

2. The Section F clause entitled "PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)" has been modified. The text is as follows:

The period of performance of this contract shall be from June 1, 2008 through May 31, 2009 inclusive of all required reports.

3. The Section H clause entitled "OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION" has been modified. The text is as follows:

(a) The Government has the option to extend the effective period of this contract for four additional periods. If more than 30 days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 30 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

<u>Period</u>	<u>Minimum Amount</u>	<u>Maximum Amount</u>
Option Period I	\$10,000.00	\$2,482,922.24
Option Period II	\$10,000.00	\$TBD based on CBA/DLA
Option Period III	\$10,000.00	\$TBD based on CBA/DLA
Option Period IV	\$10,000.00	\$TBD based on CBA/DLA

(c) The "Effective Period of the Contract" clause will be modified as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option Period I	06/01/08	05/31/09
Option Period II	06/01/09	05/31/10
Option Period III	06/01/10	05/31/11
Option Period IV	06/01/11	05/31/12

4. Pricing for Option Period I from Modification #4:

OPTION PERIOD ONE: June 1, 2008 through May 31, 2009

Regular Time	Estimated	Fixed
	Direct	Hourly

Item	Labor Classification	Labor Hours	Rate	Total
0001	Warehouse Supervisor	2,080	(b)(4)	(b)(4)
0002	Senior Property Technician	2,080		
0003	Property Technician	4,160		
0004	Truck Drivers	6,240		
0005	Warehouse Personnel/ Forklift Operator	8,320		
0006	Shipping/Receiving Clerk	4,160		
Subtotal:		27,040		

Option Period One: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0001	Warehouse Supervisor	100	(b)(4)	(b)(4)
0002	Senior Property Technician	100		
0003	Property Technician	200		
0004	Truck Drivers	600		
0005	Warehouse Personnel/ Forklift Operator	800		
0006	Shipping/Receiving Clerk	400		
Subtotal Overtime:		2,200		

Regular Time

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	2,080	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	4,160		
1003	General Maintenance	4,160		
1004	Laborer (15)	31,200		
Subtotal:		41,600		

Option Period One: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	0	\$ 0.00	\$ 0.00

1002 Laborer/Maintenance Foreman 200
 1003 General Maintenance 200
 1004 Laborer (15) 1,500

\$(b)(4)
 \$
 \$

\$(b)(4)
 \$
 \$
 \$
 \$

Subtotal Overtime: 1,900

Total Labor: 72,740

	<u>No. Of Months</u>	<u>Monthly Fixed Rate</u>	<u>Vehicle Price</u>
*Vehicles Price	12	\$(b)(4)	(b)(4)

	<u>Annual ODCs</u>	<u>G&A</u>	<u>Total ODCs</u>
Other Direct Costs (See B.3)	\$65,300.00	(b)(4)	\$(b)(4)

=====

Total Amount Option Period One

\$2,482,922.24

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-07-053/0007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Administrative Contract Service Center (3803R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) APEX LOGISTICS, LLC 9015 RHODE ISLAND AVENUE College Park, MD 20740		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-07-053
			10B. DATED (SEE ITEM 12) 05/03/07
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to provide for a new distribution of overtime labor hours under the current option period.

This redistribution of hours does not change the ceiling of the contract. See attached.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) NICOLE C. HUMPHREY	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The Section B clause entitled "FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.216-73) (APR 1984)" has been modified. The text is as follows:

The following fixed rates shall apply for payment purposes for the duration of the contract.

BASE PERIOD: June 1, 2007 through May 31, 2008

Regular Time		Estimated	Fixed	
		Direct	Hourly	
Item	Labor Classification	Labor Hours	Rate	Total
0001	Warehouse Supervisor	2,080	\$(b)(4)	\$(b)(4)
0002	Senior Property Technician	2,080	\$	\$
0003	Property Technician	4,160	\$	\$
0004	Truck Drivers	6,240	\$	\$
0005	Warehouse Personnel/ Forklift Operator	8,320	\$	\$
0006	Shipping/Receiving Clerk	4,160	\$	\$
Subtotal:		27,040		\$

Base Period: Overtime

		Estimated	Fixed	
		Direct	Hourly	
Item	Labor Classification	Labor Hours	Rate	Total
0001	Warehouse Supervisor	100	\$(b)(4)	\$(b)(4)
0002	Senior Property Technician	100	\$	\$
0003	Property Technician	200	\$	\$
0004	Truck Drivers	600	\$	\$
0005	Warehouse Personnel/ Forklift Operator	800	\$	\$
0006	Shipping/Receiving Clerk	400	\$	\$
Subtotal Overtime:		2,200		\$

Regular Time		Estimated	Fixed	
		Direct	Hourly	
Item	Labor Classification	Labor Hours	Rate	Total
1001	Program Manager	2,080	\$(b)(4)	\$(b)(4)
1002	Laborer/Maintenance Foreman	4,160	\$	\$

*Changes are noted in bold (pg. 4)

EP-W-07-053/0007

1003	General Maintenance	4,160
1004	Laborer (15)	31,200
Subtotal:		41,600

\$(b)(4)

\$(b)(4)

Base Period: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	0	\$(b)(4)	\$(b)(4)
1002	Laborer/Maintenance Foreman	200	\$	\$
1003	General Maintenance	200	\$	\$
1004	Laborer (15)	1,500	\$	\$
Subtotal Overtime:		1,900		\$
Total Labor:		72,740		

	No. Of Months	Monthly Fixed Rate	Vehicle Price
*Vehicles Price	12	\$(b)(4)	\$(b)(4)

	Annual ODCs	G&A (b)(4)	Total ODCs \$(b)(4)
Other Direct Costs (See B.3)	\$65,300.00		

=====

Total Amount Base Period	\$2,407,923.04
--------------------------	----------------

OPTION PERIOD ONE: June 1, 2008 through May 31, 2009

Regular Time		Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item	Labor Classification			
0001	Warehouse Supervisor	2,080	\$(b)(4)	\$(b)(4)
0002	Senior Property Technician	2,080	\$	\$
0003	Property Technician	4,160	\$	\$
0004	Truck Drivers	6,240	\$	\$
0005	Warehouse Personnel/ Forklift Operator	8,320	\$	\$

*Changes are noted in bold (pg. 4)

EP-W-07-053/0007

0006 Shipping/Receiving Clerk 4,160
Subtotal: 27,040

\$(b)(4)

\$(b)(4)

Option Period One: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0001	Warehouse Supervisor	100	\$(b)(4)	\$(b)(4)
0002	Senior Property Technician	100	\$	\$
0003	Property Technician	200	\$	\$
0004	Truck Drivers	600	\$	\$
0005	Warehouse Personnel/ Forklift Operator	800	\$	\$
0006	Shipping/Receiving Clerk	400	\$	\$
Subtotal Overtime:		2,200		\$

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	2,080	\$(b)(4)	\$(b)(4)
1002	Laborer/Maintenance Foreman	4,160	\$	\$
1003	General Maintenance	4,160	\$	\$
1004	Laborer (15)	31,200	\$	\$
Subtotal:		41,600		\$

Option Period One: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	0	\$(b)(4)	\$(b)(4)
1002	Laborer/Maintenance Foreman	320	\$	\$
1003	General Maintenance	450	\$	\$
1004	Laborer (15)	964.8975	\$	\$
Subtotal Overtime:		1734.8975		\$

Total Labor: 72574.8975

*Changes are noted in bold (pg. 4)

EP-W-07-053/0007

	<u>No. Of Months</u>	<u>Monthly Fixed Rate</u>	<u>Vehicle Price</u>
*Vehicles Price	12	\$ (b)(4)	\$ (b)(4)

	<u>Annual ODCs</u>	<u>G&A</u>	<u>Total ODCs</u>
Other Direct Costs (See B.3)	\$65,300.00	(b)(4)	\$ (b)(4)

=====

Total Amount Option Period One \$2,482,922.24

OPTION PERIOD TWO: June 1, 2009 through May 31, 2010

Regular Time		<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
Item	<u>Labor Classification</u>			
0001	Warehouse Supervisor	2,080	\$ (b)(4)	\$ (b)(4)
0002	Senior Property Technician	2,080	\$	\$
0003	Property Technician	4,160	\$	\$
0004	Truck Drivers	6,240	\$	\$
0005	Warehouse Personnel/ Forklift Operator	8,320	\$	\$
0006	Shipping/Receiving Clerk	4,160	\$	\$
Subtotal:		27,040		\$

Option Period Two: Overtime

		<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
Item	<u>Labor Classification</u>			
0001	Warehouse Supervisor	100	\$ (b)(4)	\$ (b)(4)
0002	Senior Property Technician	100	\$	\$
0003	Property Technician	200	\$	\$
0004	Truck Drivers	600	\$	\$
0005	Warehouse Personnel/ Forklift Operator	800	\$	\$
0006	Shipping/Receiving Clerk	400	\$	\$
Subtotal Overtime:		2,200		\$

Regular Time		Estimated	Fixed	
Item	Labor Classification	Direct Labor Hours	Hourly Rate	Total
1001	Program Manager	2,080	\$(b)(4)	\$(b)(4)
1002	Laborer/Maintenance Foreman	4,160	\$	
1003	General Maintenance	4,160	\$	
1004	Laborer (15)	31,200	\$	
Subtotal:		41,600		\$

Option Period Two: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	0	\$(b)(4)	\$(b)(4)
1002	Laborer/Maintenance Foreman	200	\$	\$
1003	General Maintenance	200	\$	\$
1004	Laborer (15)	1,500	\$	\$
Subtotal Overtime:		1,900		\$

Total Labor: 72,740

	No. Of Months	Monthly Fixed Rate	Vehicle Price
*Vehicles Price	12	\$(b)(4)	\$(b)(4)

	Annual ODCs	G&A	Total ODCs
Other Direct Costs (See B.3)	\$65,300.00	\$(b)(4)	\$(b)(4)

Total Amount Option Period Two

\$2,485,813.44

OPTION PERIOD THREE: June 1, 2010 through May 31, 2011

*Changes are noted in bold (pg. 4)

EP-W-07-053/0007

Regular Time		Estimated Direct	Fixed	
Item	Labor Classification	Labor Hours	Hourly Rate	Total
0001	Warehouse Supervisor	2,080	(b)(4)	(b)(4)
0002	Senior Property Technician	2,080		
0003	Property Technician	4,160		
0004	Truck Drivers	6,240		
0005	Warehouse Personnel/ Forklift Operator	8,320		
0006	Shipping/Receiving Clerk	4,160		
Subtotal:		27,040		

Option Period Three: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0001	Warehouse Supervisor	100	(b)(4)	(b)(4)
0002	Senior Property Technician	100		
0003	Property Technician	200		
0004	Truck Drivers	600		
0005	Warehouse Personnel/ Forklift Operator	800		
0006	Shipping/Receiving Clerk	400		
Subtotal Overtime:		2,200		

Regular Time		Estimated Direct	Fixed	
Item	Labor Classification	Labor Hours	Hourly Rate	Total
1001	Program Manager	2,080	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	4,160		
1003	General Maintenance	4,160		
1004	Laborer (15)	31,200		
Subtotal:		41,600		

Option Period Three: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
------	----------------------	------------------------------------	-------------------------	-------

*Changes are noted in bold (pg. 4)

EP-W-07-053/0007

1001	Program Manager	0
1002	Laborer/Maintenance Foreman	200
1003	General Maintenance	200
1004	Laborer (15)	1,500
Subtotal Overtime:		1,900

(b)(4)	(b)(4)
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$

Total Labor: 72,740

	No. Of Months	Monthly Fixed Rate	Vehicle Price
*Vehicles Price	12	\$(b)(4)	\$(b)(4)

	Annual ODCs	G&A (b)(4)	Total ODCs
Other Direct Costs (See B.3)	\$65,300.00	\$(b)(4)	\$(b)(4)

=====

Total Amount Option Period Three \$2,488,767.04

OPTION PERIOD FOUR: June 1, 2011 through May 31, 2012

Regular Time	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item Labor Classification			
0001 Warehouse Supervisor	2,080	\$(b)(4)	\$(b)(4)
0002 Senior Property Technician	2,080	\$	\$
0003 Property Technician	4,160	\$	\$
0004 Truck Drivers	6,240	\$	\$
0005 Warehouse Personnel/ Forklift Operator	8,320	\$	\$
0006 Shipping/Receiving Clerk	4,160	\$	\$
Subtotal:	27,040		\$

Option Period Four: Overtime

	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item Labor Classification			
0001 Warehouse Supervisor	100	\$(b)(4)	\$(b)(4)

*Changes are noted in bold (pg. 4)

EP-W-07-053/0007

0002	Senior Property Technician	100
0003	Property Technician	200
0004	Truck Drivers	600
0005	Warehouse Personnel/ Forklift Operator	800
0006	Shipping/Receiving Clerk	400

(b)(4)

(b)(4)

Subtotal Overtime: 2,200

Regular Time		Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item	Labor Classification			
1001	Program Manager	2,080	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	4,160		
1003	General Maintenance	4,160		
1004	Laborer (15)	31,200		
Subtotal:		41,600		

Option Period Four: Overtime

		Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item	Labor Classification			
1001	Program Manager	0	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	200		
1003	General Maintenance	200		
1004	Laborer (15)	1,500		
Subtotal Overtime:		1,900		

Total Labor: 72,740

	No. Of Months	Monthly Fixed Rate	Vehicle Price
*Vehicles Price	12	(b)(4)	(b)(4)
	Annual ODCs	G&A	Total ODCs

*Changes are noted in bold (pg. 4)

EP-W-07-053/0007

Other Direct Costs (See B.3) \$65,300.00

(b)(4)

\$(b)(4)

=====

Total Amount Option Period Four

\$2,491,82.64

TOTAL AMOUNT -

(Five Years of Services, overtime, vehicles, and ODCs) \$12,357,250.40

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders/Work Order Forms and accepted by the Project Officer and/or the Contracting Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task Orders.

* The Vehicles Price includes trucks and forklifts. The price should include routine maintenance based upon the manufacturers recommended intervals (i.e. tune-ups, oil changes, lubrication, etc.), operation costs (i.e. gasoline, oil, etc.), and any repairs to these vehicles shall be done at the contractor's expense. The fixed monthly price in Section B will take into consideration all operations and maintenance support for these vehicles. This also includes costs associated with vehicle licenses, inspections, and insurance costs, and any other costs associated with normal operations. All vehicle repairs, regardless of value, should also be considered and factored into the monthly fixed price identified in section B. It is estimated that each of the trucks will average approximately 20,000 miles per year.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-07-053/0008	3. EFFECTIVE DATE 05/28/09	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Administrative Contract Service Center (3803R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) APEX LOGISTICS, LLC 9015 RHODE ISLAND AVENUE College Park, MD 20740		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-07-053
			10B. DATED (SEE ITEM 13) 05/03/07
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to: 1) exercise option period II from 06/01/09 - 05/31/10. 2) incorporate in the new CBA for option period II and option period III. 3) decrease the ODCs/Vehicles cost by \$(b)(4) per year due to EPA furnishing the on-site computers for contractor use under the CTS environment. 4) remove one of the Laborer/Maintenance Foreman positions. 5) add an additional General Maintenance position. 6) add an additional Laborer position. 7) increase the ceiling price.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROSE M. GREEN	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. Option Period II is exercised subject to the availability of funds. The Start Date and End Date for this period of performance are as follows:

Start Date 06/01/09
End Date 05/31/10

2. The following Contract Totals modifications have been made:

The Amount for Cost Ceiling on Option Period II was changed by \$94,998.56 from \$2,485,813.44 to \$2,580,812.00.

The Amount for Cost Ceiling on Option Period III was changed by \$149,508.96 from \$2,488,767.04 to \$2,638,276.00.

The Amount for Cost Ceiling on Option Period IV was changed by \$149,508.36 from \$2,491,824.64 to \$2,641,333.00.

3. The Section B clause entitled "FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.216-73) (APR 1984)" has been modified. The text is as follows:

The following fixed rates shall apply for payment purposes for the duration of the contract.

BASE PERIOD: June 1, 2007 through May 31, 2008

Regular Time		Estimated Direct	Fixed Hourly	Total
Item	Labor Classification	Labor Hours	Rate	
0001	Warehouse Supervisor	2,080	(b)(4)	(b)(4)
0002	Senior Property Technician	2,080	\$	\$
0003	Property Technician	4,160	\$	\$
0004	Truck Drivers	6,240	\$	\$
0005	Warehouse Personnel/ Forklift Operator	8,320	\$	\$
0006	Shipping/Receiving Clerk	4,160	\$	\$
Subtotal:		27,040		\$

Base Period: Overtime

		Estimated Direct	Fixed Hourly	Total
Item	Labor Classification	Labor Hours	Rate	

0001	Warehouse Supervisor	100
0002	Senior Property Technician	100
0003	Property Technician	200
0004	Truck Drivers	600
0005	Warehouse Personnel/ Forklift Operator	800
0006	Shipping/Receiving Clerk	400

Subtotal Overtime: 2,200

Regular Time	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item Labor Classification			
1001 Program Manager	2,080	(b)(4)	(b)(4)
1002 Laborer/Maintenance Foreman	4,160	(b)(4)	(b)(4)
1003 General Maintenance	4,160	(b)(4)	(b)(4)
1004 Laborer (15)	31,200	(b)(4)	(b)(4)
Subtotal:	41,600		

Base Period: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	0	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	200	(b)(4)	(b)(4)
1003	General Maintenance	200	(b)(4)	(b)(4)
1004	Laborer (15)	1,500	(b)(4)	(b)(4)
Subtotal Overtime:		1,900		
Total Labor:		72,740		

	No. Of Months	Monthly Fixed Rate	Vehicle Price
*Vehicles Price	12	\$(b)(4)	\$(b)(4)

	Annual ODCs	G&A (b)(4)	Total ODCs
Other Direct Costs (See B.3)	\$65,300.00	\$(b)(4)	\$(b)(4)

=====

Total Amount Base Period

\$2,407,923.04

OPTION PERIOD ONE: June 1, 2008 through May 31, 2009

Regular Time		Estimated	Fixed	Total
Item	Labor Classification	Direct Labor Hours	Hourly Rate	
0001	Warehouse Supervisor	2,080	(b)(4)	(b)(4)
0002	Senior Property Technician	2,080	\$	\$
0003	Property Technician	4,160	\$	\$
0004	Truck Drivers	6,240	\$	\$
0005	Warehouse Personnel/ Forklift Operator	8,320	\$	\$
0006	Shipping/Receiving Clerk	4,160	\$	\$
Subtotal:		27,040		\$

Option Period One: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0001	Warehouse Supervisor	100	(b)(4)	(b)(4)
0002	Senior Property Technician	100	\$	\$
0003	Property Technician	200	\$	\$
0004	Truck Drivers	600	\$	\$
0005	Warehouse Personnel/ Forklift Operator	800	\$	\$
0006	Shipping/Receiving Clerk	400	\$	\$
Subtotal Overtime:		2,200		\$

Regular Time		Estimated	Fixed	Total
Item	Labor Classification	Direct Labor Hours	Hourly Rate	
1001	Program Manager	2,080	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	4,160	\$	\$
1003	General Maintenance	4,160	\$	\$
1004	Laborer (15)	31,200	\$	\$

Subtotal: 41,600

(b)(4)

Option Period One: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	0	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	320		
1003	General Maintenance	450		
1004	Laborer (15)	964.8975		
Subtotal Overtime:		1734.8975		
Total Labor:		72574.8975		

	No. Of Months	Monthly Fixed Rate	Vehicle Price
*Vehicles Price	12	(b)(4)	(b)(4)

	Annual ODCs	G&A (b)(4)	Total ODCs (b)(4)
Other Direct Costs (See B.3)	\$65,300.00		

=====

Total Amount Option Period One \$2,482,922.24

OPTION PERIOD TWO: June 1, 2009 through May 31, 2010

Regular Time		Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item	Labor Classification			
0001	Warehouse Supervisor	2,080	(b)(4)	(b)(4)
0002	Senior Property Technician	2,080		
0003	Property Technician	4,160		
0004	Truck Drivers	6,240		
0005	Warehouse Personnel/			

Forklift Operator	8,320
0006 Shipping/Receiving Clerk	4,160
Subtotal:	27,040

(b)(4)

(b)(4)

Option Period Two: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0001	Warehouse Supervisor	100	(b)(4)	(b)(4)
0002	Senior Property Technician	100		
0003	Property Technician	200		
0004	Truck Drivers	600		
0005	Warehouse Personnel/ Forklift Operator	800		
0006	Shipping/Receiving Clerk	400		
Subtotal Overtime:		2,200		

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	2,080	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	2,080		
1003	General Maintenance	6,240		
1004	Laborer (16)	33,280		
Subtotal:		43,680		

Option Period Two: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	0	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	100		
1003	General Maintenance	300		
1004	Laborer (16)	1,600		
Subtotal Overtime:		2,000		

Total Labor: 74,920

	<u>No. Of Months</u>	<u>Monthly Fixed Rate</u>	<u>Vehicle Price</u>
*Vehicles Price	12	\$ (b)(4)	\$ (b)(4)

	<u>Annual ODCs</u>	<u>G&A (b)(4)</u>	<u>Total ODCs (b)(4)</u>
Other Direct Costs (See B.3)	\$62,000.00		

=====

Total Amount Option Period Two \$2,580,811.60

OPTION PERIOD THREE: June 1, 2010 through May 31, 2011

Regular Time	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item Labor Classification			
0001 Warehouse Supervisor	2,080	(b)(4)	(b)(4)
0002 Senior Property Technician	2,080	\$	\$
0003 Property Technician	4,160	\$	\$
0004 Truck Drivers	6,240	\$	\$
0005 Warehouse Personnel/ Forklift Operator	8,320	\$	\$
0006 Shipping/Receiving Clerk	4,160	\$	\$
Subtotal:	27,040		\$

Option Period Three: Overtime

	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item Labor Classification			
0001 Warehouse Supervisor	100	(b)(4)	(b)(4)
0002 Senior Property Technician	100	\$	\$
0003 Property Technician	200	\$	\$
0004 Truck Drivers	600	\$	\$
0005 Warehouse Personnel/ Forklift Operator	800	\$	\$
0006 Shipping/Receiving Clerk	400	\$	\$

Subtotal Overtime: 2,200

\$ (b)(4)

Regular Time	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item Labor Classification			
1001 Program Manager	2,080	(b)(4)	(b)(4)
1002 Laborer/Maintenance Foreman	2,080		
1003 General Maintenance	6,240		
1004 Laborer (16)	33,280		
Subtotal:	43,680		

Option Period Three: Overtime

Item Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001 Program Manager	0	(b)(4)	(b)(4)
1002 Laborer/Maintenance Foreman	100		
1003 General Maintenance	300		
1004 Laborer (16)	1,600		
Subtotal Overtime:	2,000		

Total Labor: 72,740

	No. Of Months	Monthly Fixed Rate	Vehicle Price
*Vehicles Price	12	\$(b)(4)	\$(b)(4)

	Annual ODCs	G&A	Total ODCs
Other Direct Costs (See B.3)	\$62,000.00	(b)(4)	\$(b)(4)

=====

Total Amount Option Period Three

\$2,638,275.20

OPTION PERIOD FOUR: June 1, 2011 through May 31, 2012

Regular Time		Estimated	Fixed	
		Direct	Hourly	
Item	Labor Classification	Labor Hours	Rate	Total
0001	Warehouse Supervisor	2,080	(b)(4)	(b)(4)
0002	Senior Property Technician	2,080		
0003	Property Technician	4,160		
0004	Truck Drivers	6,240		
0005	Warehouse Personnel/ Forklift Operator	8,320		
0006	Shipping/Receiving Clerk	4,160		
Subtotal:		27,040		

Option Period Four: Overtime

		Estimated	Fixed	
		Direct	Hourly	
Item	Labor Classification	Labor Hours	Rate	Total
0001	Warehouse Supervisor	100	(b)(4)	(b)(4)
0002	Senior Property Technician	100		
0003	Property Technician	200		
0004	Truck Drivers	600		
0005	Warehouse Personnel/ Forklift Operator	800		
0006	Shipping/Receiving Clerk	400		
Subtotal Overtime:		2,200		

Regular Time		Estimated	Fixed	
		Direct	Hourly	
Item	Labor Classification	Labor Hours	Rate	Total
1001	Program Manager	2,080	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	2,080		
1003	General Maintenance	6,240		
1004	Laborer (16)	33,280		
Subtotal:		41,600		

Option Period Four: Overtime

Estimated Fixed

Item	Labor Classification	Direct Labor Hours	Hourly Rate	Total
1001	Program Manager	0	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	100	(b)(4)	(b)(4)
1003	General Maintenance	300	(b)(4)	(b)(4)
1004	Laborer (16)	1,600	(b)(4)	(b)(4)
Subtotal Overtime:		2,000		

Total Labor: 72,740

	No. Of Months	Monthly Fixed Rate	Vehicle Price
*Vehicles Price	12	\$(b)(4)	\$(b)(4)
	Annual ODCs	G&A (b)(4)	Total ODCs \$(b)(4)
Other Direct Costs (See B.3)	\$62,000.00		

=====

Total Amount Option Period Four \$2,641,332.80

TOTAL AMOUNT -
(Five Years of Services, overtime, vehicles, and ODCs) \$12,751,264.88

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders/Work Order Forms and accepted by the Project Officer and/or the Contracting Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task Orders.

* The Vehicles Price includes trucks and forklifts. The price should include

routine maintenance based upon the manufacturers recommended intervals (i.e. tune-ups, oil changes, lubrication, etc.), operation costs (i.e. gasoline, oil, etc.), and any repairs to these vehicles shall be done at the contractor's expense. The fixed monthly price in Section B will take into consideration all operations and maintenance support for these vehicles. This also includes costs associated with vehicle licenses, inspections, and insurance costs, and any other costs associated with normal operations. All vehicle repairs, regardless of value, should also be considered and factored into the monthly fixed price identified in section B. It is estimated that each of the trucks will average approximately 20,000 miles per year.

4. The Section B clause entitled "OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)" has been modified. The text is as follows:

For the following categories, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer. Miscellaneous Other Direct Costs are considered to include local and long distance travel, cell phones and service, material and equipment, packing boxes, supplies other than those office consumables required for the normal conduct of business, photocopying, which are necessary for task order/SOW performance. ODCs also include the maintenance costs of the Government furnished equipment such as fork lifts and hand jacks noted in the Government Furnished Property contract attachment. Contractors should add the maintenance of government equipment to their maintenance schedule.

Other Direct Costs may not include operation and maintenance costs of the Contractor Provided Equipment/Vehicles describe in Section H, those are to be charged with the CLIN for the Vehicles Price. However, should the government require additional or a replacement vehicle on a short term or temporary basis (e.g., approximately less than 10 days), then the costs associated with obtaining the additional vehicles would be reimbursed as an ODC.

Relocation costs and travel costs incidental to relocation of personnel are not allowable as allowable.

<u>Period</u>	<u>Other Direct Costs</u>	<u>G & A*</u>	<u>Total ODC Amount</u>
Base	\$62,000.00	(b) (4)	\$(b)(4)
Option Period I	\$62,000.00	\$	\$
Option Period II	\$59,900.00	\$	\$
Option Period III	\$59,900.00	\$	\$
Option Period IV	\$59,900.00	\$	\$

* General and Administrative or material handling charge applicable to ODCs and in accordance with contractors normal accounting practice.

Other Direct Costs to be incurred in direct support of this contract effort and not covered by the contractor's overhead rates may be charged against the contract. G & A expense as applied to other direct costs may be charged against this contract, subject to the conditions specified in the clause entitled "Indirect Costs". A fee/profit applied to other direct costs is not considered allowable under this contract.

B.4 LIMITATION OF FUNDS

Incremental funding will be provided on individual Task Orders issued under this contract. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 30 days, under a Task Order, when added to all costs previously incurred, will exceed 85% of the total amount so far allotted to the contract by the Government. The Contractor shall not exceed the dollars obliged for each Task Order.

The Contractor agrees to perform, or have performed, work on the Task Order up to the point at which the total amount paid and payable by the Government under the Task Order approximates but does not exceed the total amount actually allotted by the Government to the contract. Change Orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

5. The Section F clause entitled "PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)" has been modified. The text is as follows:

The period of performance of this contract shall be from June 1, 2007 through May 31, 2010 inclusive of all required reports.

6. The Section H clause entitled "OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION" has been modified. The text is as follows:

(a) The Government has the option to extend the effective period of this contract for four additional periods. If more than 30 days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 30 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

<u>Period</u>	<u>Minimum Amount</u>	<u>Maximum Amount</u>
Option Period I	\$10,000.00	\$2,482,922.24
Option Period II	\$10,000.00	\$??????????????
Option Period III	\$10,000.00	\$TBD based on CBA/DLA
Option Period IV	\$10,000.00	\$TBD based on CBA/DLA

(c) The "Effective Period of the Contract" clause will be modified as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option Period I	06/01/08	05/31/09
Option Period II	06/01/09	05/31/10
Option Period III	06/01/10	05/31/11
Option Period IV	06/01/11	05/31/12

EP-W-07-053/0008

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-07-053/0009	3. EFFECTIVE DATE 06/09/09	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Administrative Contract Service Center (3803R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) APEX LOGISTICS, LLC 9015 RHODE ISLAND AVENUE College Park, MD 20740		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-07-053
			10B. DATED (SEE ITEM 13) 05/03/07
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to remove Brenda Randall as Contracting Officer's Representative and add Terri Owens and Edgar Lewis. For Terri and Edgar, the contractor contact person, Project Manager, is (b)(4) and his contact information is:

(b)(4) office #: 202-564-2118, cell #: (b)(4)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROSE M. GREEN	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The Section G clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)" has been modified. The text is as follows:

Contracting Officer's Representative (COR) for the Warehouse Operations portion for this contract:

Terri Owens

Email: owens.terri@epa.gov

Phone: 202-564-2217

Mailing Address:

US EPA

Ariel Rios Building

1200 Pennsylvania Ave, NW

Mail Code 3204R

Washington, DC 20460

Courier Address:

US EPA

Ronald Reagan Building

1300 Pennsylvania Ave, NW

Room M310B

Washington, DC 20004

Contracting Officer's Representative (COR) for the Labor Services portion for this contract:

Edgar Lewis

Email: lewis.edgar@epa.gov

Phone: 202-564-4825

Mailing Address:

US EPA

Ariel Rios Building

1200 Pennsylvania Ave, NW

Mail Code 3204R

Washington, DC 20460

Courier Address:

US EPA

Ronald Reagan Building

1300 Pennsylvania Ave, NW

Room M313F

Washington, DC 20004

Contracting Officer for this contract:

Rose Green

Email: green.rose@epa.gov

Phone: 202-564-7105

Mailing Address:

US EPA
Ariel Rios Building
1200 Pennsylvania Ave, NW
Mail Code 3803R
Washington, DC 20460

Courier Address:

US EPA
Ronald Reagan Building
1300 Pennsylvania Ave, NW
Room 71270
Washington, DC 20004

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-07-053/0010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Administrative Contract Service Center (3803R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) APEX LOGISTICS, LLC 9015 RHODE ISLAND AVENUE College Park, MD 20740		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-07-053
		10B. DATED (SEE ITEM 13) 05/03/07	
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to change the Contract Administrative Roles. Brenda Randall has been added as the Project Officer; Helen T. Smith as the Alternate Project Officer. In addition, Edgar Lewis has been deleted as the Project Officer.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROSE M. GREEN	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The Section G clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)" has been modified. The text is as follows:

Contracting Officer's Representative (COR) for the Warehouse Operations portion for this contract:

Terri Owens

Email: owens.terri@epa.gov

Phone: 202-564-2217

Mailing Address:

US EPA

Ariel Rios Building

1200 Pennsylvania Ave, NW

Mail Code 3204R

Washington, DC 20460

Courier Address:

US EPA

Ronald Reagan Building

1300 Pennsylvania Ave, NW

Room M310B

Washington, DC 20004

Contracting Officer's Representative (COR) for the Labor Services portion for this contract:

Brenda Randall

Email: randall.brenda@epa.gov

Phone: 202-564-4518

Mailing Address:

US EPA

Ariel Rios Building

1200 Pennsylvania Ave, NW

Mail Code 3204M

Washington, DC 20460

Courier Address:

US EPA

EPA East Building

1201 Constitution Ave., N.W

Rm # 1316F

Washington, DC 20004

Contracting Officer for this contract:

Rose Green

Email: green.rose@epa.gov

Phone: 202-564-7105

Mailing Address:

US EPA
Ariel Rios Building
1200 Pennsylvania Ave, NW
Mail Code 3803R
Washington, DC 20460

Courier Address:

US EPA
Ronald Reagan Building
1300 Pennsylvania Ave, NW
Room 71270
Washington, DC 20004

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-07-053/0011	3. EFFECTIVE DATE 04/14/10	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Administrative Contract Service Center (3803R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) APEX LOGISTICS, LLC 9015 RHODE ISLAND AVENUE College Park, MD 20740		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-07-053
			10B. DATED (SEE ITEM 13) 05/03/07
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**N/A****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) EPAAR 52.212.217-76 AND EP 52.212-140

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**THE PURPOSE OF THIS MODIFICATION IS TO EXERCISE OPTION PERIOD III.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) IRIS F. REDMON	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. Option Period III is exercised subject to the availability of funds. The Start Date and End Date for this period of performance are as follows:

Start Date 06/01/10
End Date 05/31/11

2. The Section F clause entitled "PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)" has been modified. The text is as follows:

The period of performance of this contract shall be from June 1, 2007 through May 31, 2011 inclusive of all required reports.

3. The Section H clause entitled "OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION" has been modified. The text is as follows:

(a) The Government has the option to extend the effective period of this contract for four additional periods. If more than 30 days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 30 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

<u>Period</u>	<u>Minimum Amount</u>	<u>Maximum Amount</u>
Option Period I	\$10,000.00	\$2,482,922.24
Option Period II	\$10,000.00	\$2,580,811.60
Option Period III	\$10,000.00	\$2,638,275.20
Option Period IV	\$10,000.00	\$TBD based on CBA/DLA

(c) The "Effective Period of the Contract" clause will be modified as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option Period I	06/01/08	05/31/09
Option Period II	06/01/09	05/31/10
Option Period III	06/01/10	05/31/11
Option Period IV	06/01/11	05/31/12

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-07-053/0012	3. EFFECTIVE DATE 05/05/10	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-10-12135	5. PROJECT NO. (if applicable)
6. ISSUED BY Environmental Protection Agency Administrative Contract Service Center (3803R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		7. ADMINISTERED BY (if other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) APEX LOGISTICS, LLC 9015 RHODE ISLAND AVENUE College Park, MD 20740		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-07-053
			10B. DATED (SEE ITEM 11) 05/03/07
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See the information in item 1 in the attachment on Page 2.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE PURPOSE OF THIS UNILATERAL MODIFICATION IS TO ADD FUNDS IN THE AMOUNT OF \$304,674.34 FOR JUNE 1, 2010 THRU AUGUST 31, 2010 AS FOLLOWS:

- 1) MODIFICATION #008 -1 JOB @ \$(b)(4)
- 2) OVERTIME -1 JOB @ \$(b)(4); AND
- 3) VEHICLE PRICE -3 MONTHS @ \$(b)(4)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) IRIS F. REDMON	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

Option Period III:

DCN	BFYS	NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
ARR131	10	B	51ER	ZZZGF2L	00000000		2504	\$277,253.65	C
ARR131	10	T	51ER	ZZZGF2L	HQ00BM00		2504	\$27,420.69	C